

**BAILMENT AGREEMENT NO. N00173-06-8-B**

BAILMENT AGREEMENT  
BETWEEN  
THE NAVAL RESEARCH LABORATORY (NRL) (BAILEE)  
AND  
(BAILOR)

This BAILMENT AGREEMENT is entered into by and between , with offices located at , hereinafter referred to as the "Bailor," and the Naval Research Laboratory (NRL), a Department of Defense Government Laboratory located at 4555 Overlook Avenue, S.W., Washington, D.C. 20375-5320, hereinafter referred to as the "Bailee." Bailor and Bailee are also referred to individually as a "Party" and collectively as the "Parties." The Parties Agree as follows:

1. PURPOSE.

1.1. The Purpose of this Agreement is to

1.2. The Parties agree that entering into this Agreement for the stated Purpose is to their mutual benefit, and that such benefit constitutes full and adequate consideration for entering into this Agreement. By entering into this Agreement, neither party assumes any obligations of any kind to the other party not expressly stated herein. This Agreement does not constitute or create a joint venture, partnership, or formal business entity any kind.

2. EFFECTIVE DATE AND TERM OF THE AGREEMENT.

This Agreement shall become effective upon the date of the last signature by the authorized representatives of the parties. The Term of this Agreement shall continue from the Effective Date through the date all obligations created under this Agreement with respect to the Bailed Property have been resolved to the mutual satisfaction of the Parties.

3. BAILED PROPERTY.

The Bailor agrees to transfer to Bailee and Bailee agrees to receive from Bailor for the purpose and under the conditions specified in this Agreement the following described Bailed Property:

4. AGREED VALUE.

The agreed value of the Bailed Property at the time of delivery is \$

5. CONDITION OF PROPERTY.

The Bailed Property is furnished by the Bailor to the Bailee in an "as is" condition, and there are no warranties or guarantees concerning the condition or fitness of the Bailed Property for any particular use or purpose.

6. DELIVERY, INSPECTION, AND RETURN OF THE BAILED PROPERTY.

6.1. Bailor shall deliver the Bailed Property to the Bailee at the Naval Research Laboratory, Washington, D.C. 20375-5326 (hereinafter referred to as the Delivery Point) within business days of the Effective Date of this Agreement.

6.2. Handling, packaging, transportation, and shipping costs for delivery of the Bailed Property to the Delivery Point shall be the responsibility of .

6.3. Within seven (7) calendar days after receipt at the Delivery Point, the Bailee shall inspect the condition of the Bailed Property and promptly report any damage to the Bailor.

6.4. The Bailee may retain the Bailed Property for the Purpose and under the conditions specified herein until (the Date of Termination of the Bailment). The Parties may extend the Date of Termination of the Bailment by mutual agreement in writing.

6.5. Within calendar days after the Date of Termination of the Bailment, the Bailee shall return the Bailed Property to the Bailor at (hereinafter the Return Point).

6.6. Handling, packaging, transportation, and shipping costs for delivery of the Bailed Property to the Return Point shall be the responsibility of .

6.7. Within seven (7) calendar days after receipt at the Return Point, the Bailor shall inspect the condition of the Bailed Property and promptly report any damage to the Bailee.

7. COST OF BAILMENT.

It is agreed by the Parties that the Bailed Property shall be provided under this Agreement at no cost to the Bailee or to any employees, officers, or instrumentalities of the United States of America.

8. DAMAGE TO OR LOSS OF BAILED PROPERTY.

ATTACHMENT IV

Bailee shall be liable for the loss of or damage to the Bailed Property while in the possession of the Bailee solely to the extent provided in accordance with the Federal Tort Claims Act (FTCA). Bailee shall not be responsible for wear and tear to the Bailed Property that is occasioned by normal and ordinary usage. In the event of loss or irreparable damage to the bailed property, Bailee's maximum liability shall not exceed the Agreed Value of the Bailed Property.

9. NON-DISCLOSURE.

If, in addition to the transfer of the Bailed Property, the Parties desire to exchange technical information related to the Bailed Property, the exchange of technical information shall be subject to any such supplemental nondisclosure agreement as they may enter into.

In addition to the transfer of the Bailed Property, the Parties intend to exchange technical information related to the Bailed Property. The Parties agree to use their best efforts to enter into the NRL Standard Nondisclosure Agreement that shall apply to the transfers of technical information.

10. TERMINATION.

Either party may terminate this Agreement and the period for the retention of the Bailed Property by the Bailee by giving the other Party thirty (30) calendar days notice thereof in writing. Upon such termination, Bailee shall promptly return the Bailed Property to the Bailor as provided herein.

11. GOVERNING LAW.

This Agreement shall be governed by the Federal laws and regulations of the United States of America.

12. EXPRESSION OF THE PARTIES.

This Agreement signed by both parties constitutes the complete and final written expression of all the terms of Agreement and it supercedes any prior or collateral communications or agreements.

IN WITNESS WHEREOF, the authorized representatives of the Bailor and Bailee have hereunto subscribed their names on the dates indicated.

**FOR THE COMPANY:**

**FOR THE GOVERNMENT:  
NAVAL RESEARCH LABORATORY**

ATTACHMENT IV

|                    |  |
|--------------------|--|
| <b>Signature:</b>  | <b>Signature:</b>                      |
| <b>Typed Name:</b> | <b>Typed Name: Contracting Officer</b> |
| <b>Date</b>        | <b>Date</b>                            |